

SECTION III—REMARKS

This Amendment is in response to the Office Action mailed August 29, 2003. No claims are amended herein, and claims 1-19 remain pending in the application. Applicants respectfully request reconsideration of the application and allowance of all pending claims in view of the following remarks.

Drawing Objections

The Examiner objected to the drawings filed with the application. A set of formal drawings is enclosed with this amendment. Applicant submits that the enclosed formal drawings overcome the Examiner's objections.

Rejections Under 35 U.S.C. § 102

The Examiner rejected claims 1-4 and 8-17 as anticipated under 35 U.S.C. § 102(e) by U.S. Patent No. 6,226,618 to Downs et al ("Downs"). Applicants respectfully traverse the Examiner's rejections. A claim is anticipated only if each and every element, as set forth in the claim, is found in a single prior-art reference. MPEP § 2131; *Verdegaal Bros. v. Union Oil of California*, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987). As further explained below, Downs cannot anticipate these claims because it does not disclose every element and limitation recited therein.

Downs discloses an electronic content delivery system. As shown in Figure 1, the system's main functional elements are a content provider 101, an electronic digital content store 103, a clearinghouse 105, a content hosting site 111, transmission infrastructures 107 and end-user devices 109 (col. 8, lines 60-65). As shown in Figure 5, the content provider 101 can embed a copyright watermark 529 into the content 113, such as a content identifier, content owner, publication date, and geographic distribution (col. 52, line 59 - col. 53, line 4). Upon receipt of the watermarked content by an end user, the end user system embeds in the content an additional license watermark 527 that includes such information as the date of the license and the usage conditions (col. 22, lines 10-24). The watermarks survive several steps of content processing introduced by normal content handling (col. 22, lines 4-8). As shown in Figure 8, the content provider 101 performs various quality control functions, for example comparing encrypted and compressed content to its unencrypted and uncompressed equivalent. None of the quality control functions performed by the content provider 101 involve the watermark in any way (col. 54,

lines 4-21, 41-55). No quality control function is performed by any end-user device (col. 79, line 10 - col. 89, line 19), nor by any other component of the system other than the content provider 101.

Claim 1 recites a system including “a content server connected to a network, said content server capable of delivering content over said network, said content containing a digital watermark” and “at least one monitor station to receive said content over said network and analyzing said digital watermark for information indicative of degradation of said content.” Downs does not disclose every element and limitation of the claim. Specifically, Downs does not disclose that the watermark is itself used in any way to determine the quality (*e.g.*, degradation) of content delivered over a network. Further, Downs does not disclose that any quality control function does or should take place outside the content provider. Downs therefore cannot disclose, teach or suggest a system including “at least one monitor station to receive said content over said network and analyzing said digital watermark for information indicative of degradation of said content.” Applicant submits that Downs cannot anticipate claim 1 and respectfully requests withdrawal of the rejection and allowance of the claim.

Regarding claims 2-4 if an independent claim is allowable, then any claim depending therefrom is also allowable. *See, e.g.*, MPEP § 2143.03; *In re Fine*, 837 F.2d 1071 (Fed. Cir. 1988). As discussed above, claim 1 is in condition for allowance. Applicant therefore respectfully submits that claims 2-4 are allowable by virtue of their dependence on an allowable independent claim, as well as by virtue of the features recited in the claims. Applicant therefore respectfully requests withdrawal of the rejections and allowance of these claims.

Claim 8 recites a method including integrating a digital watermark into content, distributing said content over a network as distributed content, receiving said distributed content in at least one location of said network and “analyzing said digital watermark of said distributed content for information indicative of the quality of said distributed content.” As discussed above in connection with claim 1, Downs does not disclose every element and limitation recited in the claim. Specifically, Downs does not disclose that the watermark is itself used in any way to determine the quality (*e.g.*, degradation) of content delivered over a network. Further, Downs does not disclose that any quality control function does or should take place outside the content provider. Downs therefore cannot disclose, teach or suggest a method combination including

“analyzing said digital watermark of said distributed content for information indicative of the quality of said distributed content.” Applicant submits that Downs cannot anticipate claim 8 and respectfully requests withdrawal of the rejection and allowance of the claim.

Regarding claims 9-10 if an independent claim is allowable, then any claim depending therefrom is also allowable. *See, e.g.,* MPEP § 2143.03; *In re Fine*, 837 F.2d 1071 (Fed. Cir. 1988). As discussed above, claim 8 is in condition for allowance. Applicant therefore respectfully submits that claims 9-10 are allowable by virtue of their dependence on an allowable independent claim, as well as by virtue of the features recited in the claims. Applicant therefore respectfully requests withdrawal of the rejections and allowance of these claims.

Claim 11 recites a machine-readable medium containing instructions which, when executed, effect the following: integrating a digital watermark into content, distributing said content over a network as distributed content, receiving said distributed content in at least one location of said network and “analyzing said digital watermark of said distributed content for information indicative of the quality of said distributed content.” As discussed above in connection with claim 1, Downs does not disclose every element and limitation recited in the claim. Specifically, Downs does not disclose that the watermark is itself used in any way to determine the quality (*e.g.*, degradation) of content delivered over a network. Further, Downs does not disclose that any quality control function does or should take place outside the content provider. Downs therefore cannot disclose, teach or suggest a machine-readable medium containing instructions including “analyzing said digital watermark of said distributed content for information indicative of the quality of said distributed content.” Applicant submits that Downs cannot anticipate claim 11 and respectfully requests withdrawal of the rejection and allowance of the claim.

Regarding claims 12-13 if an independent claim is allowable, then any claim depending therefrom is also allowable. *See, e.g.,* MPEP § 2143.03; *In re Fine*, 837 F.2d 1071 (Fed. Cir. 1988). As discussed above, claim 11 is in condition for allowance. Applicant therefore respectfully submits that claims 12-13 are allowable by virtue of their dependence on an allowable independent claim, as well as by virtue of the features recited in the claims. Applicant therefore respectfully requests withdrawal of the rejections and allowance of these claims.

Claim 14 recites a system including means to serve content that is connected to a network, said means to serve content capable of delivering content over said network, said content containing a digital watermark, and “means for monitoring to receive said content over said network and analyzing said digital watermark for information indicative of degradation of said content.” As discussed above in connection with claim 1, Downs does not disclose every element and limitation recited in the claim. Specifically, Downs does not disclose that the watermark is itself used in any way to determine the quality (*e.g.*, degradation) of content delivered over a network. Further, Downs does not disclose that any quality control function does or should take place outside the content provider. Downs therefore cannot disclose, teach or suggest a system including “means for monitoring to receive said content over said network and analyzing said digital watermark for information indicative of degradation of said content.” Applicant submits that Downs cannot anticipate claim 14 and respectfully requests withdrawal of the rejection and allowance of the claim.

Regarding claims 15-17 if an independent claim is allowable, then any claim depending therefrom is also allowable. *See, e.g.*, MPEP § 2143.03; *In re Fine*, 837 F.2d 1071 (Fed. Cir. 1988). As discussed above, claim 14 is in condition for allowance. Applicant therefore respectfully submits that claims 15-17 are allowable by virtue of their dependence on an allowable independent claim, as well as by virtue of the features recited in the claims. Applicant therefore respectfully requests withdrawal of the rejections and allowance of these claims.

Rejections Under 35 U.S.C. § 103

The Examiner rejected claims 5, 6, 18 and 19 under 35 U.S.C § 103(a) as obvious in view of, and therefore unpatentable over, Downs as applied to claims 1 and 14 and further in view of U.S. Patent No. 6,473,516 to Kawaguchi et al (“Kawaguchi”). Applicant respectfully traverses the Examiner’s rejections. If an independent claim is non-obvious under 35 U.S.C. § 103, then any claim depending therefrom is also non-obvious. MPEP § 2143.03; *In re Fine*, 837 F.2d 1071 (Fed. Cir. 1988). As discussed above, claims 1 and 14 are in condition for allowance. Applicant therefore respectfully submits that claims 5 and 6 are allowable by virtue of their dependence on allowable claim 1 and by virtue of the features recited therein. Similarly, claims 18 and 19 are allowable by virtue of their dependence on allowable claim 14 and by virtue of the features cited

therein. Applicant therefore respectfully requests withdrawal of the rejections and allowance of these claims.

Conclusion

If the undersigned attorney has overlooked a teaching in any of the cited references that is relevant to allowance of the claims, the Examiner is requested to specifically point out where such teaching may be found. Further, if there are any informalities or questions that can be addressed via telephone, the Examiner is encouraged to contact the undersigned attorney at (206) 292-8600.


Charge Deposit Account

Please charge our Deposit Account No. 02-2666 for any additional fee(s) that may be due in this matter, and please credit the same deposit account for any overpayment.

Respectfully submitted,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

Date: 11-24-03



Todd M. Becker
Attorney for Applicant(s)
Registration No. 43,487

Blakely, Sokoloff, Taylor & Zafman LLP
12400 Wilshire Boulevard, Seventh Floor
Los Angeles CA 90025-1030
Phone: 206-292-8600
Facsimile: 206-292-8606

Enclosures: Postcard
Formal Drawings (2 Figures)